

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE 1 OF 5 PAGES			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ED-08-R-0047		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER EDOVAE-08-000018 EDOVAE-08-000018			
7. ISSUED BY Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210			CODE CPOA		8. ADDRESS OFFER TO (If other than Item 7) Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>U.S. DEPT. OF EDUCATION 550 12TH ST, SW - 7TH FLOOR, RM 7164 WASHINGTON, DC 20202-4210 AND MOIRA.BARAN@ED.GOV and FELECIA.MCINTOSH@ED.GOV</u> until <u>9:00 AM</u> local time <u>JUN 30, 2008</u> ET (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION		A. NAME Moira M. Baran			B. TELEPHONE (NO COLLECT CALLS) 202-245-6293			C. E-MAIL ADDRESS Moira.Baran@ed.gov			
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OFFER											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See Schedule					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) () <input type="checkbox"/> 41 U.S.C 253(c) ()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTERED BY				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NAICS code 519130 - Internet Publishing and Broadcasting and Web Search Portal Adult Education National Activities - Adult Learning Portal Develop a comprehensive Web-based literacy tool for ESL adults.	1.00	SE		

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 216-70 AWARD FEE (APR 1984)

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every 12 months beginning with 12 months after contract start date . The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

B. 2 301-8 ESTIMATED COST, BASE FEE AND AWARD FEE (APRIL 1984)

(a) The estimated cost of this contract is TBD . (b) The base fee is TBD . (c) The award fee pool available for award for this contract is TBD . (d) This contract will be modified to reflect the award fee awarded as award fee determinations are made.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, ATTACHMENT A. Also, see attached QASP and Award Fee Plan, ATTACHMENT C. . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D
PACKAGING AND MARKING

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: Sheryl Adler U.S. Department of Education/OVAE 550 12th Street, SW, (PCS- 11148)11TH FLOOR Washington, DC 20202 Phone: 202-245-7732 SHERYL.ADLER@ED.GOV and send a copy to: Moira Baran Contract Officer U.S. Department of Education/OCFO Contracts and Acquisitions Management, Group A 550 12th Street, SW, 7th Floor (Room 7164) Washington, DC 20202-4210 Phone: 202-245-6293 Fax: 202-245-6278 MOIRA.BARAN@ED.GOV (c) Mark deliverables for: the above, per Delivery Schedule in SOW.

SECTION E

INSPECTION AND ACCEPTANCE

E. 1 304-1a INSPECTION AND ACCEPTANCE (APRIL 1984)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer. Inspection and acceptance will be performed at: U.S. Department of Education/OCFO Contracts and Acquisitions Management, Group A 550 12th Street, SW, 7th Floor (Room 7164) Washington, DC 20202-4210

SECTION F
DELIVERIES OR PERFORMANCE

F. 1 305-2 REPORT OF CONSULTANTS (MARCH 1986)

The contractor must maintain a written report for the files on the results of all consultations charged to this contract. This report must include, at a minimum: (1) the consultant's name, dates, hours and amount charged to the contract, (2) the names of the contractor or subcontractor staff to whom the services are provided, and (3) the results of the subject matter of the consultations.

F. 2 305-5 PERIOD OF PERFORMANCE (MARCH 1986)

Performance hereunder shall be completed within twelve months of the date of contract award, inclusive of all specified deliveries and/or task work.

F. 3 305-6 DELIVERABLES (MARCH 1986)

All deliverables shall be submitted in accordance with the kinds, quantities and dates indicated in the attached Statement of Work.

SECTION G
CONTRACT ADMINISTRATION DATA

G. 1 306-1 INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (JAN 2007)

(A) The Government agrees to pay the Contractor, as complete compensation for all work and services performed and materials furnished under this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract. (B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf). (C) The Contractor shall prepare invoices and contract financing requests in accordance with the attached billing instructions. (See ATTACHMENT B)

G. 2 306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY (JANUARY 1989)

(A) The contractor shall request written authorization from the contracting officer before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:

- (a) a brief statement of function;
- (b) manufacturer and manufacturer's brand name, model or part number;
- (c) vendor and its proposed price;

(B) Management of government property in the possession of the contractor shall be in accordance with FAR Part 45. The contractor shall provide an annual report of total property acquisition cost, as required by FAR 45.505-14.

G. 3 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e). (b) The provisional overhead rate(s) applicable to this contract: TBD

G. 4 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

G. 5 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer. (b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer. (c) The COR's name and address: TBD TBD <FILLED IN AT AWARD> <FILLED IN AT AWARD> The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the Contracting Officer in writing.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)

The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

H. 2 306-10 GOVERNMENT-FURNISHED DATA (APRIL 1984)

(A) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data is not delivered on schedule, or is unsuitable for its intended use, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(B) Title to Government-furnished data shall remain in the Government.

(C) The Contractor shall use the Government-furnished data only in connection with this contract.

(D) The data will be furnished to the Contractor as specified in the Statement of Work, Attachment A .

(E) Other treatment and rights shall be in accordance with the incorporated general provision titled "Government Property".

H. 3 306-17 THE SMALL BUSINESS SUBCONTRACTING PROGRAM (APRIL 2005)

The subcontracting plan submitted and approved by the Contracting Officer for this requirement is incorporated as Attachment TBD (If offeror is not a small business)

H. 4 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in: A. The Statement of Work of this contract; B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a); C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The Contractor may request copies of the above referenced documents by contacting the Contract Specialist via phone at 202-245-6293 or via e-mail at MOIRA.BARAN@ED.GOV . Contractor employee positions required under this contract and their designated risk levels: High Risk (HR): All the employees that work directly on web portal work. Moderate Risk (MR): None. Low Risk (LR): Employees that do not work directly with web portal. All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause. The contractor shall: - Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in

the United States. - Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening. - Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete. - Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer. - Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more. - Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information. - Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust. - Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination. - Officially notify each contractor employee if he or she will no longer work on a Department contract. - Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

H. 5 307-14 COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

1. System Development Standards Information systems shall be developed in accordance with the ED "Software Life Cycle Management and Documentation Manual". This manual covers all aspects of developing an information system. All phases of the system development process are covered, from definition of the requirements through post installation review. The standards address the manual processes of collecting, processing and disseminating data as well as the automated functions. This process requires the preparation of a statement of requirements, assessment of alternative solution and cost/benefit analyses of these alternatives prior to preparation of system design specifications, programming/debugging and implementation of the system. 2. Project Documentation Plans In accordance with system development standards, the project documentation plan shall be revised at the completion of each critical phase of development and implementation. 3. Data Control and Validation All data must be key verified unless specified otherwise in the Statement of Work/Performance Work Statement. Also, unless specified otherwise in the Statement of Work/Performance Work Statement, data are acceptable if there is an error rate of less than 1% of the data elements. 4. Programming Language The contractor shall use the programming language specified in the Statement of Work/Performance Work Statement, or the programming language otherwise approved by the contracting officer. 5. System Documentation Computer systems/data bases developed under this contract shall be documented in accordance with the ED "Software Life Cycle Management and Documentation Manual". 6. Computer Software (a) All computer software development under this contract becomes the property of the U.S. Government. In addition, unless specifically exempted by the Contracting Officer, all computer software used by the Contractor on this contract must be delivered to the Government without limitation on the rights of usage and with sufficient documentation to permit the Government to modify and enhance the software with the assistance of the Contractor. 7. Government Furnished Documents Copies of the ED "Software Life Cycle Management and Documentation Manual" will be furnished on request. Telephone requests should be directed to MOIRA BARAN at Telephone Number 202-245-6293. Written requests should be directed to the following address: U.S. Department of Education/OCFO Contracts and Acquisitions Management, Group A 550 12th Street, SW, 7th Floor (Room 7164) Washington, DC 20202-4210 8. Federal Information Processing Standards (FIPS) A list of all applicable FIPS is attached. The FIPS publications can be accessed from the following web-site (FIPS Home Page): <http://www.nist.gov/itl/div897/pubs/index.htm>. These publications may also be ordered from the National Technical Information Service (NTIS), U.S. Department of Commerce; Springfield, VA; Telephone: 1-800-553-NTIS (6847) or 703-605-6000.

H. 6 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

H. 7 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the

contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

H. 8 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H. 9 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed: TBD

H. 10 307-3 DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of

his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

H. 11 307-4 NOTICE TO SUPPLIERS OF EQUIPMENT (APRIL 1984)

(a) It is the general policy of the Department of Education that Contractor or vendor prescribed leases or maintenance agreements for equipment will NOT be executed. Performance in accordance with the

terms and conditions of the vendor's commercial lease, or customer

service maintenance agreement, unless specified in the Schedule, may render the vendor's performance unacceptable, thereby permitting the Government to apply such contractual remedies as may be permitted by law, regulation, or the terms of this order.

H. 12 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H. 13 307-7b PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized. In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable. The following items are excepted from the approval requirements of this clause: 1. Up to 50 copies of progress and final reports. The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities. The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer. The following items are approved for development or production: Adult Learner Portal website Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H. 14 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE GOVERNMENT PRINTING OFFICE (APRIL 1992)

The General Provisions of this contract set forth the Department's policy regarding printing to be performed in order to meet the terms of the contract. Should the services of the Government Printing Office (GPO) be required, the contractor shall request to the Department of Education to requisition those, subject to the contractor's provision of a completed SF-1, Printing and Binding Requisition to the Public Printer. Payment to the GPO shall be made directly by the Department and charged to the Contract.

H. 15 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities.

Under Sections 504 and 508 of the Rehabilitation Act of 1973

(29 U.S.C. sections 794 and 794d, as amended), ED must ensure the

accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition.

A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

H. 16 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services

by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition,

management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996, P.L. 104-104 February 1996, 110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988.

FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities.

"Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with limitations of vision, hearing, speech and/or mobility. The contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities.

H. 17 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the Contracting Officer's Technical Representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form. (b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgment shall read substantially as follows: "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number TBD. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

H. 18 307-24 CONSULTANT SERVICES AND CONSENT (APRIL 1986)

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.
TBD

H. 19 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days before contract end date provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty-six (36) months. (d) The options are as follows: Option Period I: 13th month until the end of the 24th month after contract start date. Option Period II: 25th month until the end of the 36th month after contract start date.

(End of Clause)

H. 20 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with in the amount stated in its final proposal revision.

H. 21 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before contract performance period ends.

(End of Clause)

SECTION I CONTRACT CLAUSES

I. 1 3452.202-1 DEFINITIONS (AUG 1987)

(Reference 3452.202-1)

I. 2 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 3 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

I. 4 3452.208-70 PRINTING (AUG 1987)

(Reference 3452.208-70)

(The following clause shall apply to cost reimbursement contracts with nonprofit organizations other than educational institutions, hospitals, or organizations listed in Attachment C to OMB Circular A-122.)

I. 5 3452.216-70 ADDITIONAL COST PRINCIPLES (AUG 1987)

(Reference 3452.216-70)

I. 6 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)

(Reference 3452.227-71)

I. 7 3452.227-72 ADVERTISING OF AWARDS (AUG 1987)

(Reference 3452.227-72)

I. 8 3452.228-70 REQUIRED INSURANCE (AUG 1987)

(Reference 3452.228-70)

I. 9 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)

(Reference 3452.237-71)

I. 10 3452.242-70 LITIGATION AND CLAIMS (AUG 1987)

(Reference 3452.242-70)

I. 11 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)

(Reference 3452.242-71)

I. 12 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

(Reference 3452.242-72)

I. 13 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

(Reference 3452.242-73)

I. 14 3452.243-70 KEY PERSONNEL (AUG 1987)

(Reference 3452.243-70)

I. 15 3452.247-70 FOREIGN TRAVEL (AUG 1987)

(Reference 3452.247-70)

I. 16 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 17 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 18 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 19 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 20 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 21 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 22 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 23 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-12)

I. 24 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 25 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(Reference 52.204-7)

I. 26 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(Reference 52.204-8)

I. 27 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(Reference 52.204-9)

(The following clause shall apply as prescribed in FAR 7.305(c).)

I. 28 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 20-06)

(Reference 52.207-3)

I. 29 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 30 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 52.215-2)

I. 31 52.215-2 II AUDIT AND RECORDS--NEGOTIATION (JUN 1999)--ALTERNATE II (APR 1998)

(Reference 52.215-2 II)

I. 32 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Reference 52.215-10)

I. 33 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Reference 52.215-12)

I. 34 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(Reference 52.215-15)

(The following clause shall apply if the offeror did not propose facilities capital cost of money in its offer.)

I. 35 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(Reference 52.215-17)

I. 36 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(Reference 52.215-18)

I. 37 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(Reference 52.215-19)

I. 38 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(Reference 52.216-24)

I. 39 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference 52.219-8)

I. 40 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)--ALTERNATE II (OCT 2001)

(Reference 52.219-9 II)

I. 41 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 42 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(Reference 52.219-25)

I. 43 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(Reference 52.222-2)

(The following clause shall apply as prescribed in FAR 22.202.)

I. 44 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

(The following clause shall apply as prescribed in FAR 22.6.)

I. 45 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 52.222-20)

(The following clause shall apply as prescribed in FAR 22.8.)

I. 46 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

I. 47 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]

(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.1408.)

I. 48 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference 52.222-36)

(The following clause shall apply as prescribed in FAR 22.1308(b). NOTE: the reports required by the following clause shall be submitted to OASVET (VETS-100); U.S. Department of Labor; 200 Constitution Ave., NW; Washington, DC 20210.)

I. 49 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(Reference 52.222-37)

I. 50 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Reference 52.223-14)

I. 51 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 52 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

(The following clause shall apply as prescribed in FAR 25.109.)

I. 53 52.225-3 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT [AUG 2007]

(Reference 52.225-3)

I. 54 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(Reference 52.225-13)

I. 55 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 52.227-1)

I. 56 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(Reference 52.227-2)

I. 57 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(Reference 52.227-14)

I. 58 52.227-14 III RIGHTS IN DATA--GENERAL (DEC 2007)--ALTERNATE III (DEC 2007)

(Reference 52.227-14 III)

I. 59 52.227-14 IV RIGHTS IN DATA--GENERAL (DEC 2007)--ALTERNATE IV (DEC 2007)

(Reference 52.227-14 IV)

I. 60 52.227-14 V RIGHTS IN DATA--GENERAL (DEC 2007)--ALTERNATE V (DEC 2007)

(Reference 52.227-14 V)

I. 61 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(Reference 52.227-16)

(The following clause applies except for construction and architect-engineer services or unless otherwise formally waived by the federal contract office.)

I. 62 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(Reference 52.228-7)

(The following clause shall apply if the contract is subject to full CAS coverage.)

I. 63 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(Reference 52.230-2)

(The following clause shall apply if the contract is subject to modified CAS coverage.)

I. 64 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(Reference 52.230-3)

(The following clause shall apply if the contract is subject to CAS coverage and is being performed by an educational institution.)

I. 65 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)

(Reference 52.230-5)

I. 66 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)

(Reference 52.230-6)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I. 67 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 68 52.232-17 INTEREST (JUN 1996)

(Reference 52.232-17)

(The following clause shall apply if the contract is fully funded.)

I. 69 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

(The following clause shall apply if the contract is incrementally funded.)

I. 70 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

I. 71 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 72 52.232-25 I PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)

(Reference 52.232-25 I)

I. 73 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 74 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

I. 75 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 52.233-3 I)

I. 76 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 77 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 78 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(Reference 52.239-1)

I. 79 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 80 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)

(Reference 52.242-3)

I. 81 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(Reference 52.242-4)

I. 82 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 83 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

I. 84 52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)

(Reference 52.243-2 II)

I. 85 52.244-2 I SUBCONTRACTS (JUN 2007)--ALTERNATE I (JUN 2007)

(Reference 52.244-2 I)

I. 86 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 52.244-5)

I. 87 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

(Reference 52.244-6)

I. 88 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

(Reference 52.245-1)

I. 89 52.245-9 USE AND CHARGES (JUN 2007)

(Reference 52.245-9)

I. 90 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

I. 91 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

(The following clause shall apply if designated.)

I. 92 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

I. 93 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(Reference 52.247-67)

I. 94 52.248-1 VALUE ENGINEERING (FEB 2000)

(Reference 52.248-1)

I. 95 52.248-1 III VALUE ENGINEERING (FEB 2000)--ALTERNATE III (APR 1984)

(Reference 52.248-1 III)

I. 96 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 97 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 98 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/index.html>

(End of Clause)

I. 99 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 100 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)

(Reference 52.249-5)

SECTION J
LIST OF ATTACHMENTS

J. 1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

ATTACHMENT A - Performance-Based Statement of Work ATTACHMENT B - Billing Instructions ATTACHMENT C -
Quality Assurance Surveillance Plan and Award Fee Plan ATTACHMENT D - Past Performance Form

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 307-17a CONFLICT OF INTEREST CERTIFICATION (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, by signing the form in this clause, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information # a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules # a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity # a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

Conflict of Interest Certification

The Offeror, _____, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror

further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

K. 2 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [] does, [] does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

(Date)

K. 3 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

(A) Contractor's Name: _____

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(C) Telephone Number: _____

(D) Individual(s) to contact re this proposal: _____

(E) Cognizant Government:

Audit Agency: _____

Address: _____

Auditor: _____

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts: \$_____

Government fixed-price prime contracts and subcontracts: \$_____

Commercial Sales: \$_____

- Total Sales: \$_____
- (2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.
- Total Sales for First Preceding Fiscal Year \$_____
- Total Sales for Second Preceding Fiscal Year \$_____
- (G) Is company an ED rate entity or division?

If a division or subsidiary corporation, name parent company: _____

- (H) Date Company Organized: _____
- (I) Manpower: _____
- Total Employees: _____
- Direct: _____
- Indirect: _____
- Standard Work Week (Hours): _____
- (J) Commercial Products: _____
- (K) Attach a current organizational chart of the company.
- (L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency? Yes _____ No _____

If yes, give name and location of agency: _____

Has your cost accumulation system been approved by any Government agency? Yes _____ No _____

If yes, give name and address of agency: _____

- (M) What is your fiscal year period?
(Give month-to-month dates): _____

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

- (N) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes _____ No _____
- If yes, name and location of the Government agency: _____

Date of last pre-award audit review by a Government agency: _____

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

- (O) Cost estimating is performed by:
- Accounting Department: _____
- Contracting Department: _____
- Other (describe) _____
- (P) Has system of control of Government property been approved by a Government agency? Yes _____ No _____
- If yes, name and location of the Government agency: _____
- (Q) Purchasing Procedures:
- Are purchasing procedures written? Yes _____ No _____
- Has your purchasing system been approved by a Government agency? Yes _____ No _____
- If yes, name and location of the Government agency: _____
- (R) Does your firm have an established written incentive compensation or bonus plan? Yes _____ No _____

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

K. 5 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) "Definition." "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) "Representation." [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of Provision)

K. 6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) "General." This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) "General." The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

/_/ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/_/ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) /_/ "For Joint Ventures." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) "Penalties and Remedies." Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

K. 7 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/_/ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/_/ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/_/ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/_/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to

Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

(End of Provision)

K. 8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas..

(End of Provision)

K. 9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not

necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 10 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K. 11 310-6 DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K. 12 310-5 CERTIFICATE OF CURRENT COST OR PRICING DATA (MARCH 1985)

(When a certificate of cost or pricing data is required to be submitted in accordance with Federal Acquisition Regulation (FAR) 15.403-4, the Contracting Officer will request that the Offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are completed. Offerors should complete the certificate set forth below and return it when requested

by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.403 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of _____(1) are accurate, complete, and current as of _____(2). This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of execution (3)_____

(1)Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

(2)Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

(3)Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

K. 13 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)

Based on a FAR change, specifically in reference to FAR clauses 52.204-8, Annual Representations and Certifications, and 52.212-3, Offeror Representations and Certifications - Commercial Items, vendors are required to use the Online Representations and Certifications Application (ORCA), a new, web-based, Federal Integrated Acquisition Environment (IAE) initiative that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations (FAR) and previously found in Section K. Vendors should go to <http://orca.bpn.gov/> to complete the requirements of Section K of the solicitation. However, all FAR and ED clauses NOT in ORCA should still be completed.

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or

blanks on the following pages).

(Name of Offeror)

(RFP No.)

(Signature of
Authorized Individual)

(Date)

(TYPED NAME OF AUTHORIZED INDIVIDUAL)

Note: The penalty for making false statements in offers is
prescribed in 18 U.S.C. 1001.

The Representations and Certifications must be executed by an
individual authorized to bind the offeror.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

L. 2 307-11 COST ACCOUNTING STANDARDS APPLICATION (JUNE 1992)

The contract clause entitled "Cost Accounting Standards" shall apply to any resulting contract, except as exempted under Section 9903.201-1(b) of 48 CFR (CAS) Chapter 99 or when the contract is eligible for modified coverage under Section 9903.201-2(b) of the same Regulation.

The clause entitled "Disclosure and Consistency of Cost Accounting Practices" shall apply in the latter case.

L. 3 311-1 TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a Cost Plus Award Fee type contract from this solicitation.

L. 4 311-17 ADDITIONAL INSTRUCTION FOR PROPOSAL FOR

ADP SECURITY COMPLIANCE (FEBRUARY 1988)

Potential offerors are directed to the security requirements under the clause entitled "Information Technology System Security Requirements", ED 307-13. Technical proposals must include a separately detailed plan for meeting these requirements, including any necessary subcontract applications. Submission of these plans shall serve as certifications of the offerors' full intent for compliance.

L. 5 311-2a GENERAL INSTRUCTIONS (APRIL 1999)

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

Your special attention is directed to the requirements for technical and business proposals and past performance report to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included.

The proposal must be prepared in three parts:

A "Technical Proposal," "Business Proposal," and a "Past Performance

Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.

The proposal must be signed by an official authorized to bind your organization. You must submit an original and copies of your technical proposal and an original and 6 copies of your business proposal and an original and one copy of your past performance report to:

U.S. Department of Education
Contracts and Acquisitions Management
550 12th Street, SW, 7th Floor
Room 7164 ,
Washington, DC 20202

Hand-carried proposals must be delivered by entering the building and stopping at the Guard's Desk. Offerors are directed to call Elizabeth Price, Room 7169, 202-245-6185 , the

Contracts and Acquisitions Management Procurement Technician responsible for receiving proposals (if no answer is received at this number please call the number listed under clause 311-6). Offerors should indicate the RFP number for which they are submitting a proposal and should have proper identification. Offerors will be required to sign in and be escorted to Contracts and Acquisitions Management, where the proposal will be officially received. Offerors should consider this delay in meeting the time specified for proposal receipt.

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M (if applicable) of this request for

proposals. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content. It is understood that your proposal will become part of the official contract file.

The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

The RFP and all of the attachments including the Statement of Work will be available on the OCFO Web Site from the Contract Information/Contract Documents On-Line Page. The Internet address is <http://www.ed.gov/fund/contract/apply/currfrp.html>. For technical questions on the Contracts Information Web Site, call Gary Weaver at 202/401-0083.

To assist you in the preparation of your proposal, the Government has estimated the effort to perform this contract. The estimated level of effort is NOT APPLICABLE IN A PERFORMANCE-BASED CONTRACT .

These numbers are furnished for the offeror's information only and are not considered restrictive for proposal purposes.

L. 6 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract. The technical proposal must be prepared and submitted in the following format: Each offeror must submit a RFP package that shall consist of a business proposal (Volume I), a technical proposal (Volume II) and a past performance report (Volume III). ED will make a best value award.

The Offeror's submission will consist of three (3) volumes. Offerors shall submit an original and 6 hard copies of each volume. Offerors shall also submit three electronic files (one file for each volume) as e-mail attachments (in Microsoft Office Suite formats) to Moira.Baran@ed.gov and Felecia.McIntosh@ed.gov. Offerors must leave enough time for offers to be received on time in hard copy and electronic (soft) copy.

A. Technical Proposal Instructions

Offerors must provide a detailed technical proposal of how it will maintain and expand the functionality of USA Learns website portal. The offeror is expected to show a thorough understanding of the proposed tasks as specified in the Performance-based Statement of Work (PSOW). The proposal should address the specifications in the PSOW, not simply repeat the language. The technical proposal must meet all the requirements documented in the PSOW to be considered responsive to this solicitation.

In their proposal, Offerors must propose the most effective methods for carrying out each task and subtask described in the PSOW. In addition, Offerors shall not merely repeat the language of the PSOW, but clearly outline the process for conducting the work. The proposed plan must be written in enough detail that a review panel can adequately judge its full merits. Offerors should not expect the panel to make assumptions or guesses; proposals must be detailed and not vague. The technical proposal shall not contain any reference to specific costs, but resource information (e.g., staff hours) may be included so that the offeror's understanding of the scope of the work may be evaluated.

All information necessary to judge the technical soundness and management capabilities of the offeror will be contained in the technical proposal. Technical proposals must be limited to a maximum of 35 double-spaced pages using font sizes no smaller than 12-point. Any pages over 35 will not be considered. The page limit excludes resumes.

Organization of the Technical Proposal

The successful offeror is expected to be innovative in the approach recommended. The information presented is not intended to restrict an offeror's proposal or to stifle creativity. Offerors are requested to follow the proposed format and content suggestions detailed in this section in preparing their technical proposals:

1. Table of Contents: The Table of Contents will provide an easy means to identify authors and major points of discussion.
2. Introduction: The Introduction should briefly provide an impression of the offeror's general understanding of the project's objectives, scope of work, intended products, and applicability of those products.
3. Procedural Plan: This section should fully describe the theoretical and technical approach the offeror shall employ in complying with the PSOW. While a general statement of strategy is appropriate, procedures should be specific with regard to each task, and should reflect efficient utilization of the offeror's resources. Identify potential and/or anticipated problems, and suggest proposed variations in the design of the work that may facilitate successful completion of the scope of work's tasks and objectives. The applicant should demonstrate its organizational capacity and ability to carry out all phases of work associated with the major activities stated in the PSOW. Offerors should ensure the procedural plan reflects the technical approach for performing the tasks outline in the PSOW. Specifically, as part of task 2 the offeror will include a proposed monitoring and maintenance plan for the USA Learns Web site. In addition, under task 3, the offeror shall submit a preliminary list of enhancements for both the student and teacher sections of the USA Learns Web site.
3. Organizational Experience and Capability. This section should describe previous, successful experiences related to federal programs and demonstrated an understanding of Web site development and maintenance, and effective overall management of a federal contract.

Offerors are encouraged to submit current vitae for each staff member proposed for the project. The vitae should document only directly related experience, educational background, publications, and professional activities. Each vitae must list: 1) each degree earned (along with the date when each was confirmed, the confirming institution, and the major field of study); and 2) no more than four prior/current work or project experiences.

OVAE, upon review of the resumes, shall have approval rights of the individuals selected by the contractor to staff the team, including the project director. Key personnel should have skills and past experiences conducting multi-year development projects. By listing key personnel as part of the proposal this represents a firm commitment by the offeror to use said personnel to carry out the activities in the Statement of Work.

4. Management Plan: The project requires that the contractor have in place an effective management system that enables tasks to be completed on schedule and within budget. This section shall provide a listing and description of each task. The tasks must be listed in order of substantive relationship or serially in order of chronological completion dates. Indicate the names of key personnel for each task as well as hours to be allocated for each person for each task. If exact person is not known, include the job category and proposed commitment level of that category. The offeror should list all subcontractors, or partners, and provide qualifications of the organization and individual personnel proposed.

As appropriate, indicate significant non-personnel kinds of resources to be applied to each task. Provide the expected end date for each task, preferably in calendar months from the effective date of the contract. Provide milestones in calendar months from the effective date of the contract for such items as key events, deliverables, and for ED approval of performed work. Provide time for any contractor internal review and clearance procedures. Provide a schedule of delivery for each item, preferably in calendar months from the effective date of the contract. Offerors should uniquely identify each deliverable with an alpha/numeric character. Provide a listing of materials or services the offeror expects ED to make available (e.g., data, reports, etc.). In summary, the management

approach should provide assurance that all tasks can be completed on time, within the budget and with a high level of quality.

This section also shall include a project management chart depicting the timelines for all major tasks and subtasks, including deliverables, meetings, development of major products, etc. Included in this chart shall be the start and completion dates for each task, as well as intermediate dates for precursor steps and draft deliverables, as appropriate. Staff responsible for each task shall also be included on the chart.

5. Personnel. In this section, offerors shall provide the names, background experiences, and responsibilities of the key personnel and other personnel who have major responsibilities for the contract. Offerors shall provide a matrix for the Base Year and for each Option Year that specifies by staff those activities for which they will be responsible for, their relevant experiences in accomplishing similar work, and the proposed hours for each of the task/subtask outlined in the PSOW. The following are the proposed headings for the chart: Staff Name, Task/Subtask, Relevant Experience, Responsibility, and Proposed Hours. In addition, resumes shall be included as an attachment to the proposal for all key staff. Assurances of the commitment of proposed staff and consultants must be included.

ED considers the key personnel to be the Project Director/Manager, who shall be responsible for the overall management of the contract and employed directly by the offeror.

6. Management Plan. Offerors shall present a Management Plan showing the strategies for implementing their proposed Technical Work Plan through administrative structures and operating procedures to successfully carry out each task. Offerors shall explain how they propose to manage and coordinate operations and personnel working for the contractor, including any subcontractors and consultants, as well as the Offeror's employees. To establish how resources shall be allocated in support of the management plan presented, provide a chart organized by task and indicate the key personnel and their time commitment. The offeror shall include in their chart: Task/Subtask, Key Personnel Title and Name, and Proposed Hours. As appropriate, indicate significant non-personnel resources to be applied to each task.

7. Subcontract Plan. Indicate the tasks that will be subcontracted to small businesses, their capabilities and relevant experience in conducting activities similar to the proposed tasks.

L. 7 Business Proposal Instructions

BUSINESS PROPOSAL INSTRUCTIONS

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J.

A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.

B. A detailed task-by-task cost proposal - The cost proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amount and to otherwise meet, if necessary, the requirements for certified cost or pricing data under FAR 15.408. All elements contributing to cost, including categories and amounts of labor, materials, indirect costs or overheads, travel, computer time, etc., shall be treated thereunder in accordance with the instructions contained in Table 15-2 of FAR 15.408 and supportive data for those also attached as required. Other cost proposal considerations:

- (1) The cost for individual elements, such as analytical studies, reports, etc., shall be itemized by tasks.
- (2) The estimated costs of each period or phase shall be itemized. Within each period or phase, the estimated costs for each task of the statement of work shall be itemized.
- (3) In addition to the required hard copy, offerors are encouraged to submit cost and pricing data in Lotus 1-2-3 or Excel readable spreadsheet Format. This will facilitate the Government's analysis and evaluation of your cost proposal.

The cost proposal shall contain detailed cost information for staff, consultants, proposed subcontractors (if any), travel (if any), meetings, communications, supplies, etc. for each task and sub-task, to be broken out separately for each discrete task and subtask. For travel costs, if any, please use the federal travel regulations found at www.gsa.gov for standard federal per diem rates, mileage rates and meals and incidental rates. Please include a summary page for the proposed costs for the TOTAL THREE YEAR PERIOD PROPOSED, for the 12 month base period, for the 12 month option period one, and for the 12 month option period two. All major budget line items should be delineated in the 3 year budget summary. Indirect cost rates used should be clearly marked and calculated, as well as the amount they were calculated from as a separate line item. In addition, offeror shall include the total cost for each of the key deliverables in the QASP and Award Fee Plan (Attachment C). Please make sure all proposed costs are reasonable, allowable and justifiable.

The proposed labor rates shall be at the actual rates of the proposed personnel, with the build-up to the billable rate provided. As the anticipated contract is contemplated as a Cost Plus Award Fee, offerors shall propose a base fee. Distribution of the award fee will be based on performance per the

Award Fee Plan (Attachment C). Please clearly state any fee rates proposed and the amounts they are calculated from clearly.

The labor hours for proposed project personnel shall be easily reconciled with the person-loading chart provided in the technical proposal. In other words, the hours shown for each person and labor category by-task should be consistent over both technical and cost proposals.

The cost proposal shall clearly show the business size standard of all proposed sub-contractors and shall clearly detail their portion of the costs, for each sub-contractor and overall.

Additionally, each offeror shall include a copy of their most recent indirect cost rate agreement signed by their cognizant agency/entity and shall submit a viable, Small Business Subcontracting Plan (if applicable).

C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost:

- (1) A brief statement of function;
- (2) manufacturer and manufacturer's brand name, model or part number; and (3) vendor and its proposed price.

You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.

D. Other Administrative Details:

- (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations.
- (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 60 calendar days from the date of receipt of offers specified by the Government.

E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following:

- (1) The offeror's financial capability, including detail for the accounting system and controls employed by the offeror;
- (2) the offeror's capability to meet delivery or performance schedules;
- (3) the offeror's record of past performance, including a listing of references with contract numbers and the addresses and business phone numbers;
- (4) the offeror's record of business integrity;
- (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them;
- (6) the offeror's possession of necessary facilities; or the ability to obtain them;
- (7) the offeror's compliance with subcontract requirements; and
- (8) any other special considerations involved in the acquisition.

F. Conflict of Interest Plan - The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the Offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful Offeror.

NOTE: These descriptions and statements should also be incorporated in the technical proposal, as conducive of separate examination by the technical evaluators during the process of technical evaluation.

G. SMALL BUSINESS UTILIZATION PLAN CRITERIA

SMALL BUSINESS UTILIZATION PLAN - An Offeror shall provide evidence in a small business utilization plan that small businesses will receive adequate and meaningful work under the contract. If an offeror is not a small business, it is required to submit a small business subcontracting plan as part of the small business utilization plan. If

a small business subcontracting plan is required, an offeror must prepare and submit it in accordance with 48 CFR 19.702 Statutory Requirements. The small business utilization plan shall be part of the offeror's business proposal.

The following is provided for information purposes only: The U.S. Department of Education negotiates with the U.S. Small Business Administration to develop annual small business procurement goals for both prime contracts and subcontracts. The Department's subcontracting goals for fiscal year 2008 are as follows:

- i. Small Business 37.5%
- ii. Small Disadvantaged Business 5%
- iii. Woman-Owned Small Business 5%
- iv. HUBZONE Small Business 3%
- v. Service-Disabled Veteran-Owned Small Business 3%

NOTE: The categories listed above imply no order of preference.

The Department has a goal of awarding to prime contractors 12.79% of contracting dollars to small businesses, and the same percentages as listed above to Small Disadvantaged Businesses (5%), Woman-Owned Small Businesses (5%), HUBZONE Small Businesses (3%), and Service-Disabled Veteran-Owned Small Businesses (3%).

The Offeror shall state the work to be performed by the small business and the percentage of work proposed to be performed by the small business. The offeror shall also state the name of the small business and type of small business concerns. It is preferable that the organization's DUNS number be listed, especially if the business is listed in CCR.GOV or the ORCA.GOV system for easy confirmation of small business status. However, small businesses applying as either a prime or subcontractor must self-certify in a letter that they are a small business according to the Small Business Administration size standards for the full contract period. If a large business receives this award it will be held accountable for subcontracting to small businesses for the amount and for the type of work submitted in their small business subcontracting plan.

Contractors are required to report semi-annually, March 31 and September 30, on total subcontracting dollars and percentages. A subcontracting plan that proposes work in excess of fifteen (15) percent of the total contract dollars subcontracted to a small business, small disadvantaged business, woman-owned small business, HUBZone small business or Service-Disabled Veteran-Owned Small Business will receive a maximum of 10 points.

H. Past Performance:

In Past Performance Proposal, Volume III, the offeror shall submit names, phone numbers, and email addresses of client project managers /contract officer representative and contract officers of the prior experience cited in the technical proposal. In other words, if the offeror mentions a client in its technical proposal as an example of applicable prior experience, then the offeror shall provide ED will past performance references for that client. This applies to the prime and any proposed subcontractors. A minimum of three references (including both client PM and CO) per offeror is required, but more are welcome. At least one additional reference must be provided for each subcontractor proposed.

Past performance will be rated for each offeror on a scale of 36 points, then each client's score is averaged together, so a total of 36 points is possible for each offeror.

L. 8 311-8 ALTERNATE PROPOSALS (APRIL 1998)

Offerors may submit alternate proposals, or proposals that depart from stated requirements; PROVIDED, that a proposal for performance of the work, as specified in the statement of work is also submitted.

Alternate proposals, or deviations from any requirements of this RFP, must be clearly identified. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government.

Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly

identified and explicitly defined. These proposals may be considered if overall performance would be improved or not compromised and if they are in the best interest of the Government.

Alternate proposals, or deviations from any requirements of this RFP, must be clearly identified. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

L. 9 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) "Exceptions from cost or pricing data."

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) "Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) "Commercial item exception." For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) "Requirements for cost or pricing data." If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

L. 10 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Felecia McIntosh, Contracting Officer U.S. Department of Education/OCFO Contracts and Acquisitions Management, Group A 550 12th Street, SW, 7th Floor (Room 7168) Washington, DC 20202-4210

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 11 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
 - a. Name of the contracting activity
 - b. Program title or product name
 - c. Contract number
 - d. Contract type
 - e. Period of performance, including all option periods
 - f. Contract Value:
 - (1) Initial projected total contract amount including all option periods
 - (2) Final or current projected total contract amount including all option periods
 - g. Points of Contact
 - (1) Contracting officer and telephone and fax number and e-mail address (if known)
 - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
 - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
 2. Work performed and relevance
 - a. Brief synopsis of work performed
 - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
 - c. Brief, specific examples of the offeror's high quality performance
 3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
 4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
 - a. The date you sent the "Contractor Information Form" to each reference.
 - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
 - c. To whom you sent it including telephone and fax number and e-mail address (if known).
- B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective

actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.

D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications(e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599).

Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

L. 12 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:

Moir Baran Moira.Baran@ed.gov 550 12th St., SW OCFO/CAM/Rm. 7164 U.S. DEPT. OF EDUCATION Washington, DC 20202-4210 FAX: 202-245-6278; AND to: Felecia McIntosh, Felecia.McIntosh@ed.gov, Contract Officer, 202-245-7707, at the Same Fax Number and Address.
ED will accept clarification questions until June 13, 2008 . After this date ED

does not guarantee that a response will be given.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the

solicitation, if that information is necessary in submitting offers or
if a lack of it would be prejudicial to any other prospective offerors.

SECTION M EVALUATION FACTORS FOR AWARD

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

M. 2 EVALUATION FACTORS

EVALUATION FACTORS FOR ADULT LEARNERS PORTAL AWARD

(A) GENERAL

The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.001) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price.

The U.S. Department of Education intends to award one contract resulting from this competition. Award shall be made to the offeror which is determined to be the best value to the Government. This determination is made through a comparative assessment of the offers.

Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. The Department will evaluate the written submissions including the technical response, past performance information, small business utilization plan and cost/pricing information.

(B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
2. Past performance subfactors:
 - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
 - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
 - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
 - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
 - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
 - f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.
3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors based on past performance forms submitted and from other Government customers. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. The Contracting Officer will give greater consideration to information about an offeror's past performance that the Contracting Officer considers either more reliable or more relevant to the effort required by this solicitation.
4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
5. An offeror will be given an opportunity to discuss adverse past performance information, if the Offeror has not had a previous opportunity to comment on the information. The Contracting Officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented.

Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorable or unfavorable credit.
Total Possible 36 points

C. TECHNICAL CRITERIA

In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation.

The selection process will consist of an evaluation of those elements of the Technical Proposal listed below based on the criteria indicated. The Cost proposal will be evaluated separately from the technical proposal.

The following criteria shall apply to all responses to the Scope of Work. No other criteria shall be used to evaluate the technical proposals. The maximum total score any technical proposal can receive is 100 points. The maximum score for each criterion is indicated in parentheses.

A. Technical Approach (40 pts.)

1)The extent to which the offeror demonstrates a clear understanding of the goals, requirements and issues upon which the project will focus, and aligns those facts and vision to the purpose, scope and design of the project. (5 points)

2)The extent to which the offeror demonstrates a comprehensive technical approach to ensure the maintenance and monitoring of the USA Learns Web site. (15 points)

3)The extent to which the offeror demonstrates a comprehensive technical approach to enhancing the USA Learns Web site through the student experience and the teacher/administrator functions. (20 points)

B. Organizational Capacity (35 pts.)

1)The extent to which the offeror has previously and worked with a federal program and has demonstrated a clear understanding of Web site development and maintenance. (15 points)

2)The quality of the proposed project personnel, and the extent to which the personnel have the appropriate qualifications, competencies, and experience in the areas mentioned above to the extent and breadth needed to effectively address and complete the project's tasks. (20 points)

C. Management Plan (25 pts.)

1)The extent to which the offeror provides a description in a clear and sequential fashion of the plan for managing the project. The plan provides credible evidence that the management of personnel, physical resources, activities, and work production will result in orderly and timely completion of work within the project performance period and within the project budget. The extent to which the plan outlines and describes each task, the timeframe for accomplishing the task and /or any sub-tasks, and the key personnel for each task. (20 points)

2)The extent to which the time commitments of the project director and all project staff are appropriate to the task assigned. (5 points)

Total Possible Points to earn for Technical Proposal: 100 points

D. Utilization of Small Business

If an offeror is a small business, they will receive the full 10 points.

Otherwise, this criteria measures the extent to which a proposed subcontracting plan (if offered) proposes that substantive work, in a meaningful capacity, whenever practicable, be subcontracted to a small business, small disadvantaged business, woman-owned small business, HUBZone small business or Service-Disabled Veteran-Owned Small Business.

A meaningful capacity for substantive work as described here includes work other than courier services, office supplies or travel services. A meaningful capacity is one which small businesses are doing actual work under a particular task that is part of the contract, including analytical tasks and technical assistance.

In order to be eligible for contract award, an offeror must propose a subcontracting plan with a minimum of twelve point seventy-nine (12.79%) percent of the total contract dollars to small business, small disadvantaged business, woman-owned small business, HUBZone small business or Service-Disabled Veteran-Owned Small Business. An award will not be made to an offeror without a subcontracting plan that proposes, at a minimum, 12.79% of total contract dollars going to small businesses by the time of award. All offerors considered eligible for contract award shall have until time of award to finalize small business subcontracting partnerships.

A subcontracting plan that proposes work in excess of 12.79% of the total contract dollars subcontracted to a small business, small disadvantaged business, woman-owned small business, HUBZone small business or Service-Disabled Veteran-Owned Small Business will receive up to 10 points.

The small business points are determined by the Contracting Officer, in consultation with the

Contracting Officer's Representative.

Total Possible Points to earn for Small Business Utilization Plan: 10 points

Total Possible Offer Score: 146 points